

87-81

Sec. of State

A.G. CONTRACT NO. LA 87-211

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
STATE OF ARIZONA
AND

PINAL COUNTY

PROJECT NO: RRP-000-5 (185)P
Ethington Road @ S.P.R.R. X-ing
AAR/DOT 741-357-K

FUND CODE: 853HY

THIS AGREEMENT, entered into this day of
19 , pursuant to Arizona Revised Statutes, Section 11-951 through
11-954, as amended, by and between the STATE OF ARIZONA, acting by and
through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called
"STATE" and Pinal County a body politic and corporate, hereinafter
called "LOCAL AGENCY".

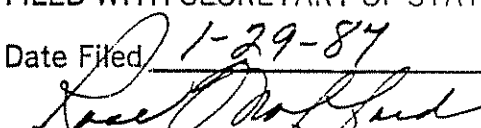
WHEREAS, STATE is empowered by Arizona Revised Statutes, Section
28-108 to enter into this Agreement, and

WHEREAS, LOCAL AGENCY is empowered by Arizona Revised Statutes,
Section 11-202, 11-251 and 11-951 thru 11-954 to enter into this Agreement, and

WHEREAS, Congress has authorized appropriations for the erection
of automatic warning signals, automatic gate arms, plank crossing,
pavement markings, and other appurtenances, and

WHEREAS, the Arizona Legislature has authorized appropriations to
be used by the Corporation Commission for the benefit of LOCAL AGENCY
to match Federal funds for the installation of automatic warning
signals or devices or the upgrading of existing signals or devices,
and

WHEREAS, such project within the boundary of LOCAL AGENCY has been
selected by LOCAL AGENCY and the field survey of the project has been
completed and the plans, estimates and specifications prepared and, as
required, submitted to the Federal Highway Administration for its
approval, and

NO. <u>11713</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-29-87</u>
 Secretary of State

WHEREAS, the primary interest of the STATE in the project is in the acquisition of Federal funds for the use and benefit of LOCAL AGENCY by reason of Federal Law and Regulations under which funds for the project are authorized to be expended, and

WHEREAS, the work embraced in this Agreement and the estimated cost is as follows: Furnish and install flashing light grade crossing signals with automatic gate arms and rubber plank crossing.

Estimate Cost	123,451.00
Federal Funds	111,106.00
Az. Corp. Comm. Funds	9,354.00
County Funds	2,991.00

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of LOCAL AGENCY hereinafter contained and the faithful performance thereof, STATE agrees:

1. To submit a program containing the aforementioned project to the Federal Highway Administration with the recommendation that it be approved for construction, and that if such project is approved for construction by the Federal Highway Administration and the funds are available for the construction of said project, STATE, with the aid and consent of the Federal Highway Administration will authorize the Railroad Company to proceed with the work covered by the State Railroad Company Agreement and will enter into a Project Agreement with the Federal Government covering the work embraced in the said Agreement and will request the maximum Federal funds available.

2. To furnish LOCAL AGENCY with copies of the proposed Project Agreement to be entered into by the STATE and the Federal Government and the Railroad Company Agreement necessary for the full completion of this project.

ARTICLE II

IN CONSIDERATION of the covenants of STATE hereinbefore contained and the faithful performance thereof, LOCAL AGENCY agrees:

1. To acquire, without cost to the STATE, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

2. To remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom.

3. Not to permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right-of-way, and in the event of any unauthorized encroachment or improper use, shall take all necessary steps to remove or prevent any such encroachment or use; failing in which STATE shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by LOCAL AGENCY.

4. Upon completion of construction, to provide for at its own cost and as an annual item in its budget, proper maintenance, such maintenance (exclusive of maintenance by the Railroad Company of its facilities) to include, but not be limited to, signs, islands, curbs, and markings necessary for the purpose of regulating, warning, and guiding traffic.

5. To mark and sign railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

6. By such regulation as it may by ordinance provide, to regulate parking and not permit vehicles to be left on the street in any manner other than at the curb and parallel thereto and to restrict parking so as to prevent conflicts with moving traffic.

ARTICLE III

IN CONSIDERATION of the premises, it is mutually agreed:

1. That upon approval of the terms and conditions of the Project Agreement and the State-Railroad Company Agreement by the LOCAL AGENCY, the agreements shall be incorporated in and made a part of this Agreement by reference and shall have the same force and effect as though fully written herein; and further, that the LOCAL AGENCY is bound by all the terms of the State-Railroad Company Agreement and will reimburse the STATE for the amount contracted for by and between the Railroad Company and STATE acting as agent for LOCAL AGENCY;

2. That, should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for herein, STATE shall not be obligated to incur any expenditure in excess of the amount of LOCAL AGENCY'S deposit unless and until so authorized in writing by LOCAL AGENCY;

3. That STATE assumes no financial obligation or liability hereunder; "that LOCAL AGENCY assumes full responsibility for the installation of signing and railroad pavement markings in connection with the construction of the improvements contemplated." It is understood and agreed that STATE'S participation is confined solely to securing Federal Aid; that any damages arising from the carrying out, in any respect, of this Agreement or any modification thereof, shall be solely the liability of LOCAL AGENCY and that LOCAL AGENCY hereby agrees to save and hold harmless and indemnify from loss STATE, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provision of this Agreement by STATE, any of its departments, agencies, officers and employees, LOCAL AGENCY, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by STATE, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees;

4. That the cost of the work covered by this Agreement is to be borne by the Federal Government and LOCAL AGENCY, each in the proportion prescribed or as fixed and determined by the Federal Government, through the Federal Highway Administration as stipulated herein; therefore LOCAL AGENCY, in the event that funds to match Federal funds are not made available by the Corporation Commission, agrees to furnish and provide STATE with LOCAL AGENCY funds in an amount equal to the difference between the total cost of the work herein provided for and the amount of Federal Aid received;

5. That arbitration will be used pursuant to A.R.S. 12-1518 if the entire relief in controversy is money in an amount less than One Hundred Thousand Dollars (\$100,000).

6. This Agreement, except the provisions herein for maintenance, which shall be perpetual, shall terminate upon completion of the work herein embraced in accordance with the terms of this Agreement.

7. That this Agreement shall be filed with the office of the Secretary of State and shall become effective at the date of such filing.

8. That this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes 38-511, the provisions of which are incorporated herein by reference.

Attached hereto is an authenticated copy of the resolution of the STATE and also attached hereto is an authenticated copy of the resolution of the governing body authorizing LOCAL AGENCY to enter into this Agreement and a copy of the written determination of the legal counsel of LOCAL AGENCY that this Agreement is in proper form and within the powers and authority granted to LOCAL AGENCY under the laws of this STATE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

STATE OF ARIZONA

By: STATE ENGINEER

By: *[Signature]*
Chief Deputy State Engineer

ATTEST:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this the 27 day of June, 1987, before me, *[Signature]*, the undersigned Notary Public, personally appeared *[Signature]*, Chief Deputy State Engineer, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission expires:

My Commission Expires Nov. 19, 1988

PINAL COUNTY BOARD OF SUPERVISORS

By: *[Signature]*
Governing Body

By: Wm. Mathieson

Title: Chairman

ATTEST:

[Signature]
Charles A. Guinn, Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

On this the 29th day of December, 1986, before me, Phyllis A. Elwood, the undersigned Notary Public, personally appeared Wm. Mathieson, of the Board of Supervisors, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission expires:

April 25, 1990

WM. "BILL" MATHIESON, Chairman
Mammoth

JIMMY KARAM, Member
Superior

DEAN WEATHERLY, Member
Casa Grande



CHARLES A. GUINN
Clerk
Assistant Administrator
JAY BATEMAN
Administrator

PINAL COUNTY
Board of Supervisors

POST OFFICE BOX 827 - FLORENCE, ARIZONA 85232
TELEPHONE (602) 868-5801

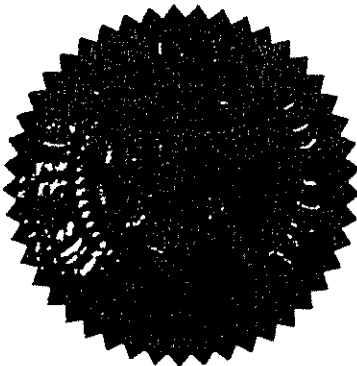
Arizona Department of Transportation

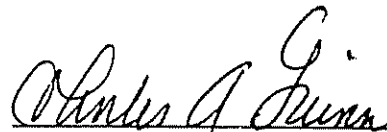
I, CHARLES A GUINN, CLERK OF THE BOARD OF SUPERVISORS OF PINAL COUNTY,
ARIZONA, DO HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF

Board of Supervisors Minutes of 12/29/86

WITH THE ORIGINAL RECORDS OF THE SAME IN THIS OFFICE, AND THAT THE SAME
ARE CORRECT TRANSCRIPTS THEREFROM, AND THE WHOLE OF SAID ORIGINAL RECORDS.

WITNESS MY HAND AND SEAL OF THE BOARD OF SUPERVISORS THIS 29th day of
December, 19 86.




Charles A. Guinn, Clerk
PINAL COUNTY BOARD OF SUPERVISORS

PURSUANT TO RECESS OF 12-22-86, the Pinal County Board of Supervisors reconvened at 9:30 A.M. this date.

The meeting was called to order followed by the Pledge of Allegiance and Roll Call.

Answering present were Supervisors Mathieson, Karam, Weatherly, County Attorney Roy A. Mendoza, Deputy County Attorney Steve Kemp, Clerk of the Board, Charles A. Guinn and Deputy Clerk of the Board, Karon Henry.

Business before the Board:

Purchasing Director - Call for Bids - Awarding of Bids - County Purchases;

Call For Bids: None

Awarding Of Bids: None

State Contract Purchases:

REQ. #	AMOUNT	VENDOR	ITEM	DEPT.
1. 22857	\$10,278.41	Lou Grubb	Chevrolet Celebrity	Juv. Prob.
2. 49106	10,747.98	Chapman Chevrolet	Station Wagon	N.C. Admin.
3. 57432	10,676.90	Lou Grubb	Half ton pickup	M.V.D.
4. 68783	8,434.02	Lou Grubb	S-10 pickup	P & Z
5. 68784	8,434.02	Lou Grubb	S-10 pickup	P & Z
6. 68999	11,465.94	Lou Grubb	Half ton pickup	Assessor

Waive Call For Bids:

1. 53735	4,148.18	Computer Express	IBM PC	Personnel
2. 61321	9,937.25	White Eagle	Building materials	Pub. Wks.
3. 65607	4,659.14	McKesson Med.	Medications	Hospital
4. 65628	5,114.34	McKesson Med.	Medications	Hospital

Capital Outlay Under \$1000.00:

1. 53737	527.18	Computer Express	IBM Printer	Personnel
2. 53737	775.32	Sierra	IBM Wheelwriter 5	Personnel
3. 58640	308.00	Roll-A-Shield	Sliding Window	Bldg/Maint.

Miscellaneous:

1. 58638	2,552.00	Shaw's	Carpet Personnel per Bi-annual bid	Bldg/Maint.
2. 67653	13,691.00	Salt River Project	Relocation of existing facilities. EMERGENCY	Hwy. Dist.2

Mr. Weatherly made motion to approve Call for Bids, Awarding of Bids, State Contract Purchases; Waive Call for Bids; Capital outlay under \$1000.00 and Miscellaneous. Motion was seconded by Mr. Karam. Vote unanimous;

Highway Engineer - Highway Matters;

(1) Status report on Attaway and Maricopa Bridge Project;

Mr. Minter advised the Maricopa Bridge Project proceeding as planned, and also is working with Wendy Rudman on right of way.

Board review, approval/denial of San Tan Mountain Regional Park Systems agreement between Pinal County and Maricopa County. (Bill Richwine, Director, Parks & Recreation, Maricopa).

Mr. William Richwine was present for discussion. Mr. Karam made motion to approve San Tan Mountain Regional Park Systems Agreement, subject to Parks and Recreation Board as presented. Motion was seconded by Mr. Mathieson. Karam, Mathieson - Yes, Weatherly - No. Mr. Weatherly stated no, because being the Intergovernmental Agreement did not call for any resolution of potential problems regarding prosecution of criminal matters.

10:00 A.M. - Public Hearing to consider adoption of countywide addressing ordinance;

Jane Decker of the Planning & Zoning Department was present to discuss how the addressing system would work in Pinal County.

Mr. Weatherly made motion to approve Ordinance. Motion seconded by Mr. Karam. Vote unanimous;

Public Hearing on the following zoning cases:

PZ-C-03-86, Commission Initiative to amend Article 4, Definitions Section 438 Junk Yard, for the purpose of limiting the definition to commercial uses, including salvageable and/or recycled materials;

PZ-C-01-86, Commission Initiative to adopt Article 34, Outside Storage and Parking, Pinal County Zoning Ordinance 61862 for the purpose to protect the attractiveness of the county, to preserve property values, and to insulate residential areas from the undue impact of the outside storage of objects and materials in rural and residential zones;

Mr. Louis Williams, of Top of the World was present and objected to the Ordinance.

Pat Dalton was present to discuss the Ordinance on pro's and con's.

John Dalton was present to state his objection on the Ordinance.

Mr. Weatherly made motion to approve the Amendment on PZ-C-03-86, Section 438 as follows:

JUNK YARD: The commercial use of more than 200 square feet of the area of any parcel of land for the storage, keeping, display, or abandonment of salvageable materials, junk, scrap or for the dismantling, demolition or abandonment of vehicles or machinery or part thereof, or for the storage of recycleable materials. and adopt PZ-C-01-86 as follows:

Sec. 3401 OUTSIDE STORAGE AND PARKING: It shall be unlawful and a violation of this ordinance for any resident/occupant or owner of record or both to leave or permit to remain outside any objects, scrap, appliances, vehicles, or any other materials, except as provided by this Article.

Sec. 3402 ACCESSORY USE: Outside storage and Parking provided by this Article is an accessory use and shall not be permitted unless a primary use has been previously established.

Section 3403 APPLICATION: This Article shall apply to outside storage and parking in all residential and rural zones.

Section 3404 DEFINITIONS: For the purpose of this Article the following definitions apply:

a. Owner or Owner of Record: The person(s) or entity indicated on the records of

the Pinal County Assessor as the owner of the property in question on the date of any alleged violation.

- b. Motor vehicle parts, components, accessories: Any part, component or accessory from any vehicle propelled by means of an electric, gasoline, diesel, propane, or alcohol fueled engine.
- c. Recreational Vehicle: An item of personal property driven or hauled for recreational uses including, but not limited to: travel trailers, motorhomes, boats, boat trailers, tent campers, buses or other recreational items.
- d. Resident/occupant: A person or persons who are occupying a building or structure and are using it as a place of abode, a place of residence, or a place to live on either a temporary or permanent basis.
- e. Scrap: Any item or substance which in its present condition is not and cannot be used for the original use intended or that which has been discarded.

Sec. 3405 VEHICLE PARKING: Vehicles may be parked on residential or rural property provided said vehicles comply with ALL the following requirements:

- a. Vehicles must be owned or leased by the current resident/occupant of the Parcel.
- b. Vehicles shall not be up on jacks, blocks or other similar equipment, nor may they have deflated tires.
- c. Vehicles shall not have deflated tires, nor have the chassis, engine, body parts, wheels or tires removed.
- d. Said Vehicles shall not be parked in such a manner as to block access to sidewalks or driveways/entrances to any other property.
- e. Vehicles must have a current, valid registration affixed to the license plate.
 - 1. The lack of a current license plate and/or license tag or an expired license tag affixed to a vehicle shall constitute a rebuttable presumption that a vehicle does not have a valid and current registration.
- f. No more than two (2) personally owned vehicles may be offered for sale at any one time.

Sec. 3406 RECREATIONAL VEHICLE STORAGE: Recreational Vehicles may be stored on a parcel provided they conform to the requirements listed in Section 3405 above and are not connected to any utility source and not in use for sleeping or living purposes.

Sec. 3407 FURNITURE AND APPLIANCES: Furniture and appliances may be placed outside on a parcel provided:

- a. All appliances are in operating condition and connected for the private use of the resident/occupant.
- b. Any furniture placed outside is in usable condition and designed for outdoor use.

Sec. 3408 CONSTRUCTION MATERIALS: Construction materials may be stored on any property provided a valid building permit has been obtained from the appropriate Department and the following provisions are met:

- a. No building or construction materials or scrap thereof shall be stored or placed with the front yard setback required by the zoning district in which the property is located.
- b. No building or construction materials or scrap thereof shall be stored or placed with ten (10) feet of side or rear property line nor shall it be stacked higher than six (6) feet.
- c. All building or construction materials or scrap thereof shall be removed within thirty (30) days after completion of the construction or prior to the issuance of a certificate of occupancy by the Pinal County Building Code

Administrator, which ever occurs first.

Sec. 3408 FIREWOOD: Any resident/occupant may store firewood outside on any property provided the following requirements are met:

- a. Firewood stored is for personal use on the parcel which it is stored upon.
- b. Firewood stored or placed on the property meets all required yard setback for an accessory building in the zoning district in which it is located in.
- c. Firewood is not stacked higher than four (4) feet.
- d. All firewood is stacked in an orderly fashion and in such a manner to avoid its movement on to adjacent property, streets sidewalks, right of ways, parking areas, easements, or driveways.

Sec. 3409 OTHER ITEMS: All other items, objects, material, parts, scrap, motor vehicle components or any other item of personal property that does not conform to the Sections above, may be stored provided all the following requirements are met:

- a. The item or object is currently operable, and.
- b. The item, object, material or part is for use on the property, and
- c. The items, objects, material or part is totally screened from view of any contiguous property, public street, right of way or easement. Said screening shall be by means of a solid wall or fence, landscaping or a combination of the above achieving the same effect, and
- d. The following requirements and setbacks from the nearest property line are complied with:

Distance to the front property line	Distance to the side and rear property line	Square footage of storage permitted	Maximum height of storage
60 Feet	20 Feet or less	NONE	
60 Feet	20.1 Feet to 100 Feet	100	4 Feet
100 Feet	100.1 Feet to 300 Feet	200	6 Feet
200 Feet	300.1 Feet or More	300	6 Feet

Sec. 3401 COMPLIANCE: Outside storage not complying with this section is hereby deemed a public nuisance and shall not enjoy any rights to continuation, restoration, exchange of uses, or expansions as if a lawful non-conforming use, and shall be abated.

Sec. 3411 VARIANCES: For the purpose of this section, and for the public health, peace, safety, comfort, convenience and general welfare of the citizens of Pinal County, Arizona, none of the regulations contained in this Article shall qualify for the variance procedures of Article 25.

Motion seconded by Mr. Karam. Vote unanimous;

PZ-C-20-86, Commission Initiative to amend Articles 6, 7-1A and 8 by amending Section 601 (a) to read "one family dwelling unit, conventional construction"; Section 725-A-(a) and Section 801 (a) to read "one family dwelling unit, conventional construction or mobile home (trailer)", for the purpose of specifying the type of residential development permitted in the SR, SH, CAR and GR zoning districts;

Mr. Karam made motion to approve PZ-C-20-86 subject to the following recommendations:

Article 6, 7-1A (a)

Section 601 (a)

One-family dwelling unit, conventional construction or mobile home (trailer)

Section 725-A (a)

One family dwelling unit, conventional construction or mobile home (trailer)

Section 801 (a)

One-family dwelling unit, conventional construction or mobile home (trailer)

Motion seconded by Mr. Mathieson. Vote unanimous;

PZ-10-86 Hershel E. Wilson, Applicant and Owner; Parcel #1-GR to MHP (10 acres); Parcel #2-GR to MHP (10 acres). Pt. of W. 330 ft. SW 1/4, SW 1/4, NW 1/4, Sec. 8 T2S, R8E; E. 330 ft. SW 1/4, SW 1/4, NW 1/4, Sec. 8, T2S, R8E, G&SRB&M, Apache Junction Area;

Mr. Wilson was present to discuss his case with the Board and said he was familiar with the spray and odor easement that Mr. Hogue had mentioned.

Mr. Karam made motion to approve PZ-10-86, subject the following recommendations:

1. Applicant obtain a letter or other document from the surrounding farm land owners to the effect that they are aware of the change in the statutes concerning the spraying of crops within the distance to his property and that being made available to the Board of Supervisors at the time the case is presented to the Board of Supervisors.

2. Further that the staff's recommendations concerning Article 20 (b) County Zoning Ordinance must be met and further the applicant pave Ranch Road on the southern border of his property, to 28 feet to County Standards.

Motion seconded by Mr. Weatherly. Vote unanimous;

SUP-37-86, Ball, Ball & Brosamer (Applicant) Ron Murphy (Landowner). To allow a temporary batch plant. A portion of E 1/2, NE 1/4, NE 1/4, Sec. 29, T6S, R3E, G&SRB&M, Pinal County, Arizona (SE Hidden Valley Area);

Mr. Jose Escobedo was present to represent Ball, Ball and Brosamer. No objections.

Mr. Weatherly made motion to allow a Special Use Permit SUP-37-86, subject to the following recommendations:

1. Special Use Permit be granted to the applicant only
2. Permit is granted for 6 months
3. Refuse generated by the use is appropriately disposed of
4. The applicant restores property to its original condition
5. Standards of air quality control are met
6. All other applicable state and county requirements are met Health Department recommendations are met

Motion seconded by Mr. Karam. Vote unanimous;

SUP-33-86, Beth Alison Moore (Applicant & Landowner). To allow a Boarding Kennel on 4 acres in a TH (Trailer Homesite Zone). A portion of the NE 1/4, SW 1/4, NW 1/4, Sec. 8, T7S, R6E, G&SRB&M, Pinal County, Arizona;

Beth Alison Moore was present to discuss her case with the Board. No objections.

Mr. Weatherly made motion to allow Special Use Permit SUP-33-86, subject to following recommendations:

1. That the SUP is granted to the applicant only
2. Is subject to review in January, 1988 and thence annually, if applicable
3. Applicant obtain all necessary permits
4. The kennel is constructed and operated in accordance with all applicable State and County requirements
5. No kennel building or structure be within 100 feet of any boundary of the subject site abutting property in a rural or residential zone
6. SUP-33-86 is subject to revocation at such time as it is found to be incompatible with existing development or future development

And further that the recommendation from the county health department concerning animals being kept in kennels if concrete runways and floors and water flush methods of cleaning are used, the kennels should be so constructed so that the wastewater drains into a septic tank system. Manure must be disposed of in such a manner to minimize odors and fly breeding.

Recommend planting oleander or other shrub along fence borders as noise buffer.

Motion seconded by Mr. Karam. Vote unanimous;

Set date and time of January 28, 1986, 10:00 A.M., for public hearing on the following:

IUP-06-86, Thomas A. McCarville (Applicant) John Smith (Landowner). To allow the construction of a processing center for the production of lawn and garden products in a CI-2 Industrial Zone. A portion of Sections 6 & 7, T5S, R4E, G&SRB&M, Pinal County, Arizona, Cowton Area.

PZ-C-23-86, Commission Initiative to amend Articles 15 (CB-1 Local Business Zone) and 16 (CB-2 General Business Zone) by deleting the CR-3, CR-4 and CR-5 residential uses permitted by reference to the TR (Transitional Zone);

PZ-24-86, Leonard E. Mayfield (Applicant & landowner). To rezone 2.5 acres from GR (General Rural) to CR-4 (Multiple Residence Zone). NE 1/4, NE 1/4, NW 1/4 Sec. 8, T5S, R10E, G&SRB&M, Pinal County, Arizona;

PZ-25-86, Tom Hollenbach, (Applicant) Landis Mitchell (Landowner) To rezone 5 acres from GR (General rural) to CR-3 Single Residence Zone. All of the S.656.16 ft. of the N. 987.47 ft. of the E 1/2, SE 1/4, Sec. 32, T5S, R7E, G&SRB&M, Pinal County, Arizona except the E 330 and W. 660 ft. thereof, Northeast Casa Grande/Signal Peak Area;

Mr. Karam made motion to approve January 28, 1986, 10:00 A.M. for Public Hearings on the above zoning cases. Motion seconded by Mr. Weatherly. Vote unanimous;

Board review, discussion, approval/denial of abandonment of Rocking "R" Road as recommended by Pinal County Highway Engineer's Office;

Mr. Minter said Pinal County does not have right of way on Rocking "R" Road.

Mr. Karam made motion to approve abandonment of Rocking "R" Road. Motion seconded by Mr. Weatherly. Vote unanimous;

Board review and discussion approval/denial request for transfer of Pinal County Cable Television permit to Empire Communication;

Mr. Karam made motion to approve request for transfer. Motion seconded by Mr. Weatherly. Vote unanimous;

Board review, discussion approval/denial Federal Aid Project Ethington Road at SPRR X-ing (County Engineer);

Mr. Weatherly made motion to approve Federal Aid Project Ethington Road at SPRR X-ing. Motion seconded by Mr. Karam. Vote unanimous;

Board review, discussion approval/denial Federal Aid Project, Chuichu Road, Houser, (County Engineer);

Mr. Weatherly made motion to approve Federal Aid project, Chuichu Road, Houser. Motion seconded by Mr. Mathieson. Vote unanimous;

Board review and discussion, approval on proposal to establish a Narcotics prevention and suppression task force, Pinal County Sheriff's Department. (Dave Harrington);

Dave Harrington, Pinal County Sheriff's Department was present to discuss the program with the Board.

Mr. Weatherly made motion for approval. Motion seconded by Mr. Karam. Vote unanimous;

Mr. Karam motion to approve the following Consent Items: Board Minutes of 12-22-86; Personnel Activity thru 12-26-86; Current Billings before the Board; Health Department Claims; Home Health Agency Weekly Expenditures; Juvenile Probation Department Claims (PIC-ACT); Housing Department Claims; Revenue Sharing Claims; and Sanitary-Lighting District Claims; Motion seconded by Mr. Weatherly. Vote unanimous;

Board review, discussion on proposal from Data Processing Director Ray Backstrom;

Mr. Weatherly made motion to approve proposal from Data Processing Director. Motion seconded by Mr. Karam. Vote unanimous;

Board review, discussion, approval/denial of request of Mr. Stogner, Chief Probation Officer;

Mr. Karam made motion to deny request of Mr. Stogner, Chief Probation Officer. Motion seconded by Mr. Weatherly. Vote unanimous;

The Board recessed for lunch at 12:35 P.M..

The Board reconvened at 2:00 P.M..

2:00 P.M. -Swearing in Ceremony for Justices of Peace, Constables, Clerk of Court and Superior Court Judge, Division I;

The meeting was turned over to Honorable Judge Robert Bean for the Swearing in Ceremony for those present.

<u>Constables</u>	<u>Precinct #</u>
Burt Myers	1
Tony Bussari	2
Robert Adams	4
Kenneth Thatcher	6
Lucy Esquivel	7
Don Kirk	8
Edison Eugene Lewallen	9
Mike G. Duarte	10
Lawrence Liversedge	11
Percy Morgan	12

<u>Justice of Peace</u>	<u>Precinct #</u>
Robert De Arman Sr.	1
William Gastelum	2
Marie A. Lorona	3
Mary Ellen Swink	4
Edna Hendrickson	6
Kelly Haddad	7
Darrylyn Bonney	8
Thomas Rodriguez	9
Amparo "Ampy" Gomez	10
F. "Flo" Kiser	11
James R. Ross	12

Clerk of Superior Court

Alma Jennings Haught

Superior Court Judge, Division I

E.D. McBryde	Div. I
Frank Coxon	Div. IV

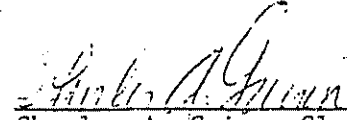
Mr. Clark, Constable-Precinct #5, Mr. Ruiz, JP-Precinct #5, and Mr. Lopez, Constable-Precinct #3, were absent for the Swearing in Ceremony.

Board agreement and approval of 12 School Districts indemnification agreements for Data Consortium;

Board on County Attorney opinion . Mr. Weatherly made motion to agreement between Board of Supervisors and 12 school districts doing business as Data Processing Service. Motion seconded by Mr. Karam. Vote unanimous;

The Board of Supervisors declared Official Recess at 3:45 P.M.. The next meeting of the Board of Supervisors will be on WEDNESDAY, December 31, 1986.

PINAL COUNTY BOARD OF SUPERVISORS



Charles A. Guinn, Clerk

ROY A. MENDOZA
PINAL COUNTY ATTORNEY

BOYD T. JOHNSON
CHIEF DEPUTY

CRIMINAL DIVISION
DWIGHT P. CALLAHAN
CINDA L. GRAF
CATHERINE M. HUGHES
MICHAEL L. FREEMAN
JEANNE M. BENDA
CAROL D. VASFARET
GARY A. HUSK
DEPUTIES

OFFICE OF THE
County Attorney

PINAL COUNTY
P.O. BOX 887
FLORENCE, ARIZONA 85232

602-868-5801, ext. 271

CIVIL DIVISION
STEPHEN M. KEMP
WENDY RUDMAN
GEORGE CROUGH -
CHILD SUPPORT DIVISION
LYNN POTTS
E. CATHERINE LEISCH
DEPUTIES

DEFERRED PROSECUTION
JOHN C. FELIX

INVESTIGATOR
RAY R. VASQUEZ

December 29, 1986

Mr. Charles B. Minter, Director
Pinal County Highway Department
P.O. Box 727
Florence, Arizona 85232

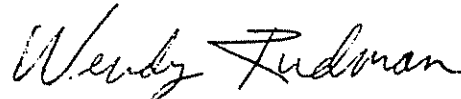
Re: Project No. RRP-000-5 (185)P
Ethington Road @ S.P.R.R. X-ing
(AAR/DOT NO. 741-357-K)

Dear Mr. Minter:

Having reviewed the Intergovernmental Agreement between the State of Arizona and Pinal County, with regard to Project No. RRP-000-5(185)P, Ethington Road at S.P.R.R. crossing, I am of the opinion that such agreement is in proper form and within the powers and authority granted to Pinal County under Arizona Revised Statutes, Sections 11-202, 11-251, and 11-951 through 11-954.

Very truly yours,

ROY A. MENDOZA
PINAL COUNTY ATTORNEY



Wendy Rudman
Deputy County Attorney

WR/mlr



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

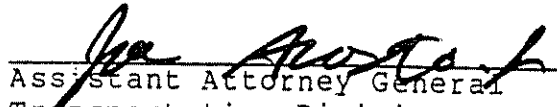
DETERMINATION

A. G. Contract No. KR87-0111, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20 day of January, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

RESOLUTION

Be it resolved on this, the 16th day of January 1986, that I, CHARLES L. MILLER, as the Director, Arizona Department of Transportation, have determined that pursuant to A.R.S. 28-108, it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through its Highways Division, enter into an intergovernmental agreement with the County of Pinal for Project RRP-000-5(185)P, Ethington Road @ SPRR X-ing.



CHARLES L. MILLER, Director
Arizona Department of Transportation

ARIZONA DEPARTMENT OF TRANSPORTATION
REQUEST FOR PREAUDIT

January 23, 1987

TO: Office of Audit & Analysis

THRU: _____

FROM: Contracts & Specifications

SUBJECT:

Project:

RRP-000-5 (185)P

Highway:

Ethington Road @

SPRR X-ing

Section: _____

Document Number: _____

Principal:

County of Pinal

It is requested that a preaudit be performed on the subject documents. Upon completion of the preaudit, the documents should be returned to:

Signature: Dale D. Layton

Title: Manager-Engineer

Preaudit Report No. 99

Date: January 26, 1987

The subject documents were preaudited by the Office of Audit & Analysis in accordance with departmental procedures. No exceptions were taken.

Approved:

Victor Smith

Deputy Chief Auditor/Audit Supervisor

Date: January 26, 1987